

Form No.

Date :



**ORIENT**  
BUILDERS & DEVELOPERS

**ADVANCE REGISTRATION FORM**

**DO NOT STAPLE**

Paste passport size  
colour photograph with  
fevicol or similar  
adhesive only

The Director  
Orient Builders & Developers  
54, DCM Road, Kota-324007

Dear Sir,

I / We request that I/We may be registered for allotment of Plot / Shop / Flat (herein after referred to as the unit) in present / future Projects of the Group at , of area  sq. Feet.

I/we am/are enclosing herewith Cheque/Demand Draft/Pay order No.

(I)  Date / / 2014 drawn on   
for Rs.

(II)  Date / / 2014 drawn on   
for Rs.

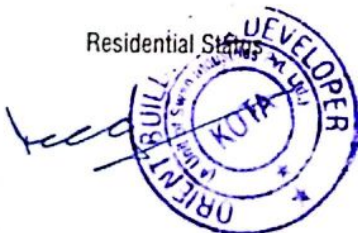
Total  Payment at  which may be treated as advance registration amount, subject to the terms & conditions mentioned overleaf.

**PLEASE NOTE : ALL ENTRIES SHOULD BE FILLED IN BLOCK LETTERS**

Mr./Mrs./Ms.	<input type="text"/>		
Father / Husband	<input type="text"/>		
Local Address	<input type="text"/>		
	<input type="text"/>		
City	<input type="text"/>	Pin Code	<input type="text"/>
Phone No.	<input type="text"/>	Mobile No.	<input type="text"/>
E-mail	<input type="text"/>		
Occupation	Public Sector <input type="checkbox"/>	Private Sector <input type="checkbox"/>	Self Employed <input type="checkbox"/> Business <input type="checkbox"/>
Date of Birth	<input type="text"/>		
Finance Required	Y / N <input type="checkbox"/>	If Yes Annual Income	<input type="text"/>
Income Tax Assesses	Y / N <input type="checkbox"/>	PAN No.	<input type="text"/>
Direct	Y / N <input type="checkbox"/>	Of through Agent Y / N	<input type="checkbox"/>
Name of Agent	<input type="text"/>		

Residential Stamp

Resident/Non Resident



Signature of Cheque Holder  
(In case of Other than Alottee)

Signature(s) of Applicant(s)  
[Official Stamp for Companies Only]

S. No. **BOOKING DETAILS / COMMITMENT FORM**

Under Advance Registration

Date Name of Project **Provisionally Booked Unit (Plot / Shop / Office / Flat / Villa) No. :**

Booking Rates	<input type="text"/>		
Broker Name	<input type="text"/>	Contact No.	<input type="text"/>
Customer Name	<input type="text"/>	Contact No.	<input type="text"/>
Address	<input type="text"/>		
	<input type="text"/>		
E-mail	<input type="text"/>		
Customer Profile	<input type="text"/>	Deal Amount	<input type="text"/>
Booking Amount (Cheq.) Rs.	<input type="text"/>	Dated	<input type="text"/>
Registration Amount 15% (Including Booking Amount)	<input type="text"/>		
On Dates	<input type="text"/>		
Balance Deal Amount Due Rs.	<input type="text"/>	On Date	<input type="text"/>

**Documents (Check if Deposited)**

1. ARF : <input type="text"/>	<input type="checkbox"/>	5. Address Proof : <input type="text"/>	<input type="checkbox"/>
2. Application Form : <input type="text"/>	<input type="checkbox"/>	6. Photo : <input type="text"/>	<input type="checkbox"/>
3. PAN Card : <input type="text"/>	<input type="checkbox"/>	7. Loan / Self : <input type="text"/>	<input type="checkbox"/>
4. ID Proof : <input type="text"/>	<input type="checkbox"/>		
Remarks : <input type="text"/>			
<input type="text"/> Parking : Open / Still / Basement			

**Note :**

1. The Intending Allottee shall pay the entire registration amount within 15 days from the date of submission of Booking Application (ARF) irrespective of the intending Allottee availing any financial assistance from any source / financial institution failing which the company shall have the right to cancel the Advance Registration.
2. Provisional booking of unit (Plot / Shop / Office / Flat / Villa) No. in the project will be confirmed only after receipt of 10% of Registration amount.



Customer Signature

Executive Name

Approved By



### AGREEMENT TO SELL

THIS AGREEMENT TO SELL (HEREINAFTER REFERRED AS "AGREEMENT") IS EXECUTED AT KOTA ON THIS ..... DAY OF....., ..... BETWEEN:

1. M/S Apex Buildtech (PAN No. ABFA1018K), a registered partnership firm, resident of Kota (Rajasthan) executing this agreement through its partner Mr. Manoj Sethi S/o Dalip Singh Sethi aged 48 years R/o A-826, Indra Vihar, Kota (Hereinafter referred jointly to as "PARTIES OF THE FIRST PART" which term and expression shall, unless it be repugnant to the context or subject thereof be deemed to include their respective heirs, successors, executors, administrators, legal representatives and permitted assigns) &

Please affix your  
photograph  
here  
and sign across

2. ORIENT BUILDERS & DEVELOPERS (a unit of Swan Industries Pvt. Ltd.) (PAN: AABCS9218A) (CIN- U74999RJ1984PTC019590), a Company registered under the Companies Act, 1956 having its registered office at 106, Navjeevan Chambers, Vinoba Marg, C-Scheme, MI Road, Jaipur bearing registration No.17-019590 and having its office at 54, Udyog Marg, Kota and acting through its Director for the time being Shri Susheel Jain resident of Dadabari, Kota (Aadhar No. 6477-4564-4867) authorized vide board resolution dated 17.07.2006. (Hereinafter referred to as "PARTY OF THE SECOND PART" which term and expression shall, unless it be repugnant to the context or subject thereof be deemed to include their respective heirs, successors, executors, administrators, legal representatives and permitted assigns)

Please affix your  
photograph here  
and sign across  
the photograph

(Parties of the First Part and Second Part shall be jointly referred to as "THE SELLER" in this Agreement)

Allottee (s)



The terms and conditions of this Agreement to Sell

have been read and understood by me/us and I/we hereby accept the same.

Seller

AND

Mr./Mrs./Ms. ....  
S/o/W/o Sh. ....  
Address. ....  
Age (in years) ....  
Occupation ....  
Aadhar Number. ....  
Income Tax Permanent Account No. ....

Please affix  
your  
photograph  
here  
and sign across

**\*\* JOINTLY WITH**

Mr./Mrs./Ms. ....  
S/o/W/o Sh. ....  
Address. ....  
Age (in years) ....  
Occupation ....  
Aadhar Number. ....  
Income Tax Permanent Account No. ....

Please affix  
your  
photograph  
here  
and sign across

(Hereinafter jointly and severally referred to as the "Allottee (s)", which expression shall unless repugnant to the context or meaning there of be deemed to include his/her/their legal representative, administrators, executors, successors and permitted assigns)

OR

\* \* M/s. .... a partnership firm duly registered under the Indian Partnership Act, 1932, having its office at ..... through its partner authorized by resolution dated ..... Shri / Smt. ....  
(Hereinafter referred to as the "Allottee (s)", which expression shall unless repugnant to the context or meaning there of be deemed to include all the partners of the partnership firm and their legal heirs, legal representative, administrators, executors, successors and permitted assigns.)

Income Tax Permanent Account No. ....  
(Copy of the resolution signed by all Partners annexed herewith).

Allottee (s)

The terms and conditions of this Agreement to Sell  
Have been read and understood by me/us and I/we hereby accept the same. Seller

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OR

\*\* M/s. .... a company registered under the Companies Act 1956, having its registered office at ..... through its duly authorized signatory Shri / Smt. .... authorized by Board resolution dated .....

(Hereinafter referred to as the "Allottee (s)", which expression shall unless repugnant to the context or meaning thereof, be deemed to include its legal representative, administrators, successors in business and permitted assigns.)

(Copy of Board Resolution along with a certify copy of Memorandum and Articles of Association annexed herewith).

(\* \* Delete whichever is not applicable)

(Hereinafter the SELLER and the Allottee (s) shall collectively be referred to as "Parties" and individually as "Party" as the context may demand).

IN THIS AGREEMENT unless it is contrary OR repugnant to the context:

A. WHEREAS The property "Plot No. 3 (Corner), Balaji Market Yojna, Kota (Raj.), area measuring 1120.86 Sq.mtr. (12060.45 Sq.ft. Approx.) initially purchased by Mr. Parmanand S/o Sh. Sukhlal caste Khatik, R/o 18, Rangbari, Kota (Raj.) through auction by Nagar Vikas Nyas (UIT), Kota and by registered lease deed under book no. 1, Zild no. 42, serial no. 2006001570, page no. 146 on date 13.06.2006 registered with subregistrar second, kota.

Further Mr. parmanand transferred the right to sale to Mr. Himan Soni S/o Sh. Lalit Soni R/o 53-B, Talwandi, Kota thorough notarized power of attorney dt. 23.11.2013 further registered on dt. 24.06.2014 at serial no. 1049 with sub registrar (registration) & Stamp collector, circle Kota.

Further Mr. Himan Soni, duly authorized owner of the said property, thorough above registered power of attorney, transferred the said plot no. 3 at Balaji Market Yojna, Kota (Raj.) to M/S Apex Buildtech (ABAF1018K), a registered partnership firm, resident of Kota (Rajasthan) through its partners Mr. Manoj Sethi S/o Dalip Singh Sethi aged 48 years R/o A-826, Indra Vihar, Kota, Mr. Surendra Goyal S/o Sh. G. L. Goyal aged 56 years R/o A-21, Talwandi, Kota, Mr. Anish Goyal S/o Sh. Mahendra Goyal aged 25 years R/o 133-B, Talwandi, Kota, Mr. Sunil Shukla S/o Sh. Babulal aged 35 years R/o A-5-404, Mahalaxmipuram, Baran Road, Kota and Mr. Radheyshyam Sharma S/o Sh. Inderpal Sharma aged 57 years R/o Rangpur Road, Kota Through registered sale deed dated 24.07.2014 registered with subregistrar second under book no. 1, zild no. 275, page no. 155, serial no. 2014003482 and additional book no. 1 zild no. 1100, page no. 49 to 60.

WHEREAS First Party Has absolute owner and have possession of such property truly entitled to sale, transfer, conveyance for various deal with the same.

Allottee (s)

The terms and conditions of this Agreement to Sell Have been read and understood by me/us and I/we hereby accept the same.

Seller



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- B. The DEVELOPER executed a development agreement on dated 6<sup>th</sup> May, 2013 Further registered with Sub Registrar, Kota on dated 22.09.2016 Vide Book No. 1 Zild No. 1363 Page No 113 and Registration No 2016006448 for the development of the project (defined below) known as "Orient Apex".
- C. The DEVELOPER obtained building plan approval from Urban Improvement Trust (UIT) Kota for development of the Project vide its approval vide letter No. F-7/DTP/2016/3158-69 Dated 11-04-2016 and vide letter no. F-7/DTP/2017/155-67 Dated 16-03-2017.
- D. The Land is free from all encumbrances.
- E. The Seller has conceived, planned and is in the process of constructing and developing a real estate project known as 'Orient Apex' (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartment/flats/ plots/ buildings and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring 1120.86 square meters situated at Plot No. 3 (Corner), Balaji Market Vojna, Kota (Raj.) and latitude & longitude of the end points of the Project are 25.128 & 75.834 respectively. The location details are fully described in the Schedule-A.
- F. The Project has been registered with the Real Estate Regulatory Authority on 31.07.2017 and the Project Registration Certificate No. is ..... This registration is valid for a period of 2.50 years commencing from 01.01.2016 and ending with 30.06.2018 unless extended by the Authority. The details of the Seller and Project are also available in the website (www.rera-rajasthan.in) of the Authority.
- G. The layout plan/ site plan of the Project has been sanctioned vide vide letter No. F-7/DTP/2016/3158-69 Dated 11-04-2016 and vide letter no. F-7/DTP/2017/155-67 Dated 16-03-2017 by Urban Improvement Trust (UIT), Kota, and copy of which is enclosed as Schedule-E
- H. The details of Floor plan of the Apartment/flat No..... and for tower/ block of the Project is given in Schedule-F.
- I. Temporary fire NOC for the Project has been accorded by the Chief Fire Officer, Nagar Nigam, Kota vide letter no. NNK/FIRE/2016/391 Dated 06.07.2016.
- J. The Seller has opened a separate account in Aerodrome Circle, Kota branch of ICICI Bank Ltd. for the purpose as provided in sub- clause (D) of clause (I) of sub-section (2) of section 4.
- K. **FLAT CATEGORY I** here forward mean flats having 2 Bed Rooms categorized as A of size (Built up Area) 1115.61, 1189.51, 1125.20, 1149.93 sq. ft., **FLAT CATEGORY 'II'** means Flats having 3 Bed Rooms categorized as B of Size (built up Area) 1469.04, 1542.77, 1436.25, 1488.38 sq. ft., **FLAT CATEGORY 'III'** means Duplex Penthouse with open terrace categorized as C of Size (built up Area) 3843.29, 3907.30 sq. ft respectively.

The terms and conditions of this Agreement to Sell  
 Allottee(s) Have been read and understood by me/us and I/we hereby accept the same. \_\_\_\_\_ Seller





- L. The ALLOTTEE has inspected the title documents of the project land and the approved plan in respect of the Project Land and has satisfied himself/ herself/ itself after going through the plans and specifications of the project and the building constructed therein including the proposed flats and common areas/ facilities to be built. The ALLOTTEE has applied / requested to SELLER vide its application dated..... for provisional allotment of a residential flat along with proportionate right in respect of the common area for the purpose of securing the beneficial enjoyment of a flat as and when it is constructed on the terms & conditions as settled herein after.
- M. The SELLER has accepted the request / application of the ALLOTTEE and has earmarked flat bearing number..... of ..... BHK Type("Flat")..... on ..... Floor having approx. built up area of ..... Sq. Ft. ( Gross sellable area ..... Sq. Ft.) in the project more particularly described in **schedule B** herein under, subject to the terms & conditions herein after appearing for the purpose of the securing the beneficial enjoyment of the flat and other common area of the project jointly along with all the other such allottee(s)/ occupants.
- N. The SELLER is entering into several agreements with various parties or persons for allotment of flats in the building of the project.
- O. The Parties here to are now desire us to enter into an agreement to sell in respect to the flat allotted to the ALLOTTEE and setting out terms & conditions for the same.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS UNDER**

**1. Definitions and Interpretations**

**1.1 Definitions**

In this agreement, unless it is contrary or repugnant to the context, the following expressions shall have the meaning set out below;

- (a) **"Building/Tower"** shall mean the multi – storied building developed in the project and forming integral part of the project and each such building comprising of Basement, ground floor plus six floor and terrace including any additional storey(ies) ( if constructed thereon in future), more particularly described in **Schedule A1** hereunder.
- (b) **"Common purposes"** shall mean the purposes for which building is being maintained and managed including maintaining of the Common Areas, meeting of the common expenses and matter relating to mutual rights and obligations of the ALLOTTEE, inter- se relating to Building/ Project and the common use and enjoyment thereof.
- (c) **"Common Areas and Common Facilities"** shall mean and include such areas of the project which are for common use of all occupants and includes area occupied by lift, lobbies, staircase, entrance, water tanks, electrical transformer and penal, guard room, common toilets, generator rooms etc. and the equipments / facilities provided and/or reserved for the common use and the enjoyment in the project more particularly described

\_\_\_\_\_  
Allottee (s)

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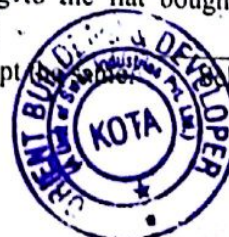
\_\_\_\_\_  
Seller



in **Schedule C**. However, it is clarified that terrace, other open area, club house and external walls shall not form part of the Common Areas.

- (d) **"Common Expenses"** shall mean the expenses for common purposes including those mentioned in **Schedule D** attached hereto.
- (e) **"Flat"** shall mean the space in the building / project intended and/or capable of being independently and exclusively occupied and as described in **Schedule B** of this agreement.
- (f) **"Force Majeure"** shall mean any event or combination of events or circumstances beyond the control of the party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and / or alternative measures be prevented or caused to be prevented, and which materially and adversely affects a party's ability to perform obligations under this agreement including;
- (i) Acts of God i.e. fire, draught, flood, earthquake, epidemics and other natural disasters
  - (ii) Explosions or accidents, air crashes, shipwrecks;
  - (iii) Strikes, lockouts, civil disturbances, curfew etc.;
  - (iv) War or enemy action or terrorist action;
  - (v) Change in law, rules and regulations, injunctions or stay granted by court of law or interim order by arbitrator;
  - (vi) Non availability of steel and /or cement or other building material or water supply or electric power or like; or
  - (vii) Any event or circumstances analogous to the forgoing which is beyond the control of the parties.
- (g) **"Land"** shall have the meaning ascribed to it Recital A
- (h) **"Project"** shall mean the real estate project named **"Orient Apex"** developed upon the project land comprising of Building, common areas and facilities and which is more particularly described in **Schedule A1** hereunder.
- (i) **"Service Company"** shall mean any company/ firm / associations/ society or any other entity appointed/ formed by the seller for the maintenance of the common areas of the project and keeping the account of common expenses of the project.
- (j) **"Super Built up Area"** shall mean the built up area of the flat along with the proportionate Common Areas and shall be deemed to be 33.33% more than the built up area.
- (k) **"Built up area"** means the sum of area of the Apartment/flat or Flat. It shall include area encompassed within the walls of Apartment/flat or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area
- (l) **"Act"** means the Real Estate (Regulation and Development) Act, 2016
- (m) **UNDIVIDED PROPORTIONATE SHARE** shall mean and include the proportionate share, right and interest in the project land corresponding to the flat bought by the

The terms and conditions of this Agreement to Sell  
Allottee (s) Have been read and understood by me/us and I/we hereby accept





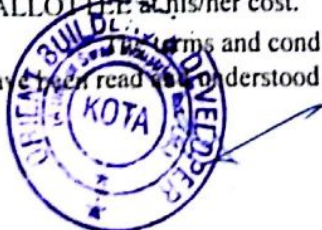
Allottee where the proportion is to be determined by comparing built up area of flat with maximum permissible FSI of the building at any point of time. The right shall be capable to be enjoyed only along with the super structure of the flat.

## 1.2 Interpretation

In this agreement, unless the context otherwise requires;

- (a) Words of any gender or deemed to include the other gender;
  - (b) Words using the singular or plural number also include the plural or singular number, respectively;
  - (c) The terms "hereof", "herein", "hereby", "hereto", "hereunder" and any derivative or similar words refer to this entire agreement;
  - (d) The terms "Clause" "Sub Clause" and "Schedule" refer to a clause, sub-clause or schedule of this agreement;
  - (e) Headings, sub-headings and bold typeface are only for convenience shall be ignored for the purposes of interpretation;
  - (f) Reference to any legislation or law or to any provision thereof shall include references to any legislation or law as it may, after the date hereof from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any sub ordinate legislation made from time to time under that provision;
  - (g) Any term or expression use, but not define herein, shall have the same meaning assigned thereto under applicable law;
  - (h) References to the word "Include" or "Including" shall be construed without limitation;
  - (i) The recitals and schedules form an integral part of this agreement and will be in full force and effect as though they were expressly set out in the body of the agreement.
  - (j) WHEREVER any expenses or costs are mentioned to be borne or paid proportionately by the ALLOTTEE, the portion of the amount payable by the ALLOTTEE shall be in proportion of the super built up area of the flat of the ALLOTTEE to aggregate chargeable area of the project and the said proportionate area shall include the proportionate areas of the total common areas constructed and completed in the project.
2. The SELLER hereby agrees to allot and the ALLOTTEE agrees to get the flat in the project allotted in his favor more particular described in **Schedule B** of this agreement along with undivided proportionate right of using common areas and common facilities (herein after referred to as the "Demised Premises") and the right to use the car parking area upon the terms & conditions set out here under and as mutually agreed by and between the parties hereto for an agreed consideration of Rs...../- (Rupees ..... Only) (herein after referred to as the "Basic Sale Consideration" )
3. The Basic sale consideration mentioned in clause 2 above is inclusive of the cost of providing electrical wiring up to the entrance of the Demised Premises up to the meter box. However, the Basic Sale consideration does not include and thus, the ALLOTTEE shall additionally bear and pay the following;
- (a) Interest Free Maintenance Security Deposit @ 75/- per Sq. Ft. Rs...../- (Rupees .....Only)
  - (b) The cost of electric fixture etc. within the Flat which shall be got installed by the ALLOTTEE at his/her cost.

\_\_\_\_\_  
Allottee (s) Have been read and understood by me/us and I/we hereby accept the same. \_\_\_\_\_  
Seller





- (c) Service Tax (Proportionate), GST, if any, applicable, in respect of development of the project.  
 (d) Vat, if any, applicable, in respect of the Demised Premises.  
 (e) Stamp Duty and registration charges in respect of the sale deed of the Demised Premises.

Provided that the above mentioned charges in sub clause (a), (b), (c ), (d), (e ) or any other charges defined in the Agreement shall be paid by the ALLOTTEE at the time of offer of the possession of the Flat.

Provided further that the amount mentioned in (a) above shall only be utilized for the specified Capex to be made for the project and shall be Non- refundable.

4. The Total Price for the Flat based on the carpet area is Rs..... (in words upes..... only) ("Total Price"):-

Building Name      Orient Apex Type..... Floor.....	Rate of Apartment/flat per square feet*
Total Price (in Rupees)	-----

\* Provide break-up of the amounts such as cost of flat, apartment/flat, proportionate cost of common areas, preferential location charges, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, taxes, maintenance charges,, if/ as applicable.

**Explanation :**

(i) The Total Price above includes the booking amounts of Rs.....(Rupees.....) paid by the allottee to the Seller towards the Apartment/flat/ Flat.

(ii) The Total Price above excludes Taxes (tax paid or payable by the Seller by way of Value Added Tax, Service Tax and Cess, GST or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Seller, by whatever name called) upto the date of the handing over the possession of the Apartment/flat// Plot to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Seller shall be increased/ reduced based on such change/ modification:

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority,

The terms and conditions of this Agreement to Sell  
 Allottee (s) Have been read and understood by me/us and I/we hereby accept \_\_\_\_\_ Seller





which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

(iii) The Seller shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Seller within the time and in the manner specified therein. In addition, the Seller shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment/flat/ Plot includes price of land, construction of, not only the Apartment/flat but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment/flat, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/flat/ Plot and the Project.

5. That the ALLOTTEE has paid Rs. .... /- (Rupees ..... Only) to the SELLER as booking amount and advance out of the Basic Sale Consideration as per details given below, the receipt of which, the Seller hereby acknowledge:-

Date	D/D No.	BANK	AMOUNT

6. The ALLOTTEE hereby agrees to pay the remaining amount of Basic Sale Consideration of Rs. .... /- (Rupees ..... Only) which shall be payable in installments in the following manner :-

INSTALLMENT PAYMENT PLAN		
S. No.	TIME OF PAYMENT	Amount
1.	On registration	
2.	On Commencement of Construction	
3.	On Casting of Ground Floor Roof	
4.	On Casting of First Floor Roof	
5.	On Casting of Second Floor Roof	
6.	On Casting of Third Floor Roof	
7.	On Casting of Forth Floor Roof	
8.	On Casting of Fifth Floor Roof	
9.	On Casting of Sixth Floor Roof	
10.	On Casting of Seventh Floor Roof	
11.	On Casting of Eight Floor Roof	

Allottee (s)

I have read the terms and conditions of this Agreement to Sell and have been read and understood by me/us and I/we hereby accept the same.

Seller





12.	On Casting of Ninth Floor Roof	
13.	On Commencement of Flooring	
14.	On Possession Notification alongwith other charges	
	<b>TOTAL</b>	

7. That the timely payment of installments, as stated hereinabove and the amount of applicable service tax, Vat, stamp duty, registration fees, maintenance and other charges payable under this Agreement by the ALLOTTEE, as and when demanded, shall be the essence of this Agreement.
8. That the ALLOTTEE shall make all payments through A/C payee cheque(s) /Demand Draft(s) in the name of **Orient Apex Orient Builders & Developers**. The receipt would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the SELLER. The RTGS can be made in **ICICI Bank account No. 0.....** with IFSC Code no. **ICIC0006870** having branch at **Aerodrome Circle, Kota**.
9. It is hereby agreed and understood by the ALLOTTEE that on any installment becoming due, the SELLER shall send a single demand notice/reminder to the ALLOTTEE at its last known address (through email/courier, etc) and is shall not be obligatory on the part of SELLER to send any further, demand notices/reminders regarding the payments to be made by the ALLOTTEE as per the installment plan specified hereinabove.
10. That in case the ALLOTTEE fails to pay the installments by the respective due dates mentioned in the demand notice/reminder, the same shall attract interest at the rate prescribed in the Rules at the rate prescribed in the Rules of the Rajasthan Real Estate (Regulation and Development) Rules, 2017 at the time of every succeeding installment on the overdue installments for the period of such delay. The acceptance by the SELLER of any payment without interest shall not be deemed to waive the right of SELLER of charging such interest or the other right mentioned in this Agreement.
11. In the event, the delay in payment of Installments by the ALLOTTEE exceeds sixty (60) days, The SELLER shall have the right of cancelling the booking and terminating this Agreement. In case of such cancellation, the SELLER shall be entitled to forfeit and deduct booking amount to the extent of 10% of the basic consideration and also amount of any taxes/duties including service tax, vat out of the amount paid by the ALLOTTEE out of the amounts paid by the ALLOTTEE to the SELLER and shall refund the balance amount paid without any interest. However, such refund shall be made only after sale/booking of Demised Premises to any other person. Upon such cancellation the ALLOTTEE shall be left with no lien, right, title, interest, or claim in respect of Demised Premises. The SELLER shall be entitled to sell the Demised Premises to any other person or otherwise deal with Demised Premises.
12. The SELLER at its sole discretion may wave its right of terminating this Agreement if the delay in payment by the ALLOTTEE exceeds sixty (60) days and in lieu claim interest at the rate prescribed in the Rules at the rate prescribed in the Rules of the Rajasthan Real Estate (Regulation and Development) Rules, 2017 from the ALLOTTEE for the period of such delay.

The terms and conditions of this Agreement to Sell

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Allottee (s) Have been read and understood by me/us and I/we hereby accept the same. \_\_\_\_\_  
Seller



13. The SELLER has made provision for open and covered parking of car in the Basement/stilt of project as per the applicable building bye-laws and surrendered the said parking spaces in favour of Nagar Nigam, Kota. The ALLOTTEE will be entitled to park a medium size car and a two wheeler in the car parking area separately allotted by the SELLER. The ALLOTTEE hereby undertakes that he/she/it shall not enclose the said Car Parking Area in any manner or use it for any purpose other than the parking and he/she/it shall be deemed to be licensee of the Car Parking Space allotted to him/her/it.
14. That the ALLOTTEE shall bear all taxes, levies or assessments, lease money and other amount payable to the Government authorities (whether Central, State or Local) in respect of Demised Premises falling due from the date of possession as defined herein. In the event of any amount being payable by the SELLER by way of any statutory tax OR levy to any competent authority in respect of the entire Project Land than all such taxes and levies shall be divided amongst all the purchasers in the ratio of their respective areas of the units held by them. The ALLOTTEE shall reimburse the SELLER regarding such statutory taxes OR levies in proportion of the area of the Demised Premises purchased by it. The ALLOTTEE hereby indemnifies and agrees to keep the SELLER indemnified and harmless against any loss, damage or claim of any nature, whatsoever, which the SELLER may suffer as a result of any non- payment, arrears of statutory dues, taxes, levies, lease money and/or any other such charges payable by the ALLOTTEE in respect of the demised Premises from the date of possession of the demised Premises.
15. In the event, the construction of the Project is not completed within 36 (thirty-Six) months with a grace period of 6(Six) months from the date of excavation of the specific Building, then the ALLOTTEE shall be entitled to terminate this Agreement and claim the refund of amount of advance payment made to the SELLER along with interest at the rate prescribed in the Rules at the rate prescribed in the Rules of the Rajasthan Real Estate (Regulation and Development) Rules, 2017 for the period starting from the receipt of notice of termination by the SELLER. However, this clause shall not be applicable when the delay in completion of the Project by the SELLER is on account of Force Majeure or due to any default on the part of Allottee.
16. The ALLOTTEE undertakes that it has entered into this Agreement with full knowledge and understanding of the nature of construction and has fully satisfied itself in all respect after carrying out a due diligence of the construction plan of the SELLER, title documents pertaining to the Project Land, development agreement between the owner of the Project Land and the seller, arrangements entered into by the SELLER with several other persons and subject to all present and future laws, rules, regulation, bye-laws applicable to the Project Land and the Project , including terms and conditions of the undertaking given by the SELLER to concerned authorities, and /or the Government of Rajasthan in this regard and to such other regulations as the Seller may from time to time promulgate. The ALLOTTEE shall not be entitled to make any claims against the SELLER in respect of any construction work after taking the possession of the Demised Premises from the SELLER.
17. The SELLER shall use its best endeavor to complete the construction of the Project as per the plans, designs and specification seen and accepted by the ALLOTTEE with such addition, alteration, deletions and modification in the layout plans and/or building plans including the number of floors only when considered necessary by the SELLER and/or when required by any competent authority. The ALLOTTEE agrees that no consent of the ALLOTTEE shall be required for carrying out any such additions, alteration/ modifications result in change of the

Allottee (s)

the terms and conditions of this Agreement to Sell

Have been read and understood by me/us and I/we hereby accept the same.

Seller



Super Built up Area of the Demised Premises, a supplementary Agreement shall be executed between the Parties and the Basic Sale Consideration shall be modified accordingly and the difference shall be adjusted (increased/reduced) proportionately in the outstanding installment payable by the ALLOTTEE. If, however all the installments have been paid, then the difference shall be payable by /refundable to the ALLOTTEE within 30 (Thirty) days of notification by the Seller or the completion of the Project, whichever is later.

18. Save and except the ownership rights in respect of the Demised Premises and the right to use and enjoyment of Common Area/facilities like lift, corridor and the right of ingress and egress over or in respect of any of the Common Areas, such lobbies, staircases, corridors etc. or any part thereof, the ALLOTTEE shall have no claim, right, title or interest of any nature or kind whatsoever in the Project and/or the Building which shall always remain the absolute property of the SELLER until the SELLER specifically transfer or assigns any/all such right(s) or title to any other person(s) or agency.
19. The right to use and occupy the Demised Premises by the ALLOTTEE shall be in accordance with the subject and subordinate, in all respects, to the provision of the bye-laws applicable in the state of Rajasthan and to such other regulations as the SELLER may from time to time promulgate.
20. The SELLER alone shall be entitled to obtain any refund of the security amounts deposited by it during the construction of the project.
21. That is the ALLOTTEE wishes to assign the booking. Allotment in favour of another person, the transfer will be allowed only after the payment of applicable transfer fee. Such transfer will be allowed only after the Issuance of Offer Possession Intimation Letter. Any transfer to grandmother, grandfather, father, mother, brother, sister, wife, son, daughter, grandson and granddaughter shall be exempted from the transfer fee.
22. That after the execution of Sale Deed in favour of ALLOTTEE, if ALLOTTEE transfers, mortgages, leases, let out or assigns the interest in, the Demised Premises, it shall give prior written notice of 30 (Thirty) days to the SELLER and such transfer, mortgage, assignment and lease shall be subject to the conditions that the subsequent ALLOTTEE, transferee, assignee, mortgagee, lessee or tenant of the ALLOTTEE or any other person occupying the Premises in any other capacity shall be bound and liable to observe, perform and to carry out all the terms, conditions and obligations to be observed and performed under this Agreement on the part of the ALLOTTEE. However, the ALLOTTEE can exercise this right after delivery of Demised Premises to the ALLOTTEE and only if any dues of whatsoever nature owing to the SELLER/ Service Company or payable hereunder are fully paid up and obtained NOC from SELLER/Service Company and only if the ALLOTTEE has not been guilty of breach of or non- compliance with any of the terms & conditions of this Agreement. The SELLER/ Service Company or their nominee(s) shall be entitled to enforce all terms & conditions of this Agreement against any person/ entity who has been inducted in the Demised Premises hereby agreed to the sold to the ALLOTTEE, irrespective of the fact whether such entry in the Demised Premises is permissive or hostile.
23. If the ALLOTTEE intends to carry out the interior adaptations and interior works in the Demised Premises and seeks permission thereof, the SELLER may permit the same subject to the following conditions:

The terms and conditions of this Agreement to Sell  
Allottee (s) Have been read and understood by me/us and I/we hereby accept \_\_\_\_\_ Seller





- a. Further payments due under the Agreement towards deposit(s), maintenance charges, installments etc. are regularly and punctually paid and if any amount payable is in arrears and remain unpaid for a period of 30 (thirty) days or more after the same has been due or if the ALLOTTEE omits to perform and observe any covenant or conditions to be performed and observed on part of the ALLOTTEE and continues to do so for a period of 30 (thirty) days, the SELLER shall have the right to cause the ALLOTTEE to specifically perform its obligations under this Agreement and/or to claim damages from the ALLOTTEE. Such rights of the SELLER shall be without prejudice the other rights/ remedies available to the SELLER under this Agreement or under the applicable laws.
- b. The work of interior adaptation undertaken by the ALLOTTEE shall not obstruct or affect the construction of the Project and /or buildings or the interior work being done by any other ALLOTTEE(s) of the project and /or building or cause any nuisance of any kind, which may be objectionable to the SELLER, or any other ALLOTTEE(s) of Flat(s) and area(s) in the project and /or building. In case, the ALLOTTEE does not remove such nuisance or obstructions as aforesaid after notice by the SELLER/ Service Company, the SELLER/Service Company shall have the right to cancel the permission to carry out such interior adaptations forthwith.
- c. The ALLOTTEE shall ensure complete safety of material and the equipment kept in the Demised Premises, to be used or usable in the interior works undertaken by the ALLOTTEE and the SELLER/Service Company shall not be responsible or liable in case of theft, pilferage or misplacement of such materials or equipment. Further, the SELLER/Service Company shall not be liable for any accident or injury caused or occasioned to any employee or workmen engaged by the ALLOTTEE for doing the interiors in the Demised Premises or any job or work relating thereto. Such liability or claims, if any, shall be satisfied by the ALLOTTEE itself/himself/herself/themselves. The ALLOTTEE shall indemnify and keep the SELLER/Service Company harmless against all such claims or liabilities.
- d. The ALLOTTEE shall be permitted to carry out at his/her on cost but without damaging the main structure of the Demised Premises as well as false ceiling/ sprinkler systems/ smoke detectors provided inside the premises, erection of internal partitions and other alteration and additions which are not visible from outside, as may be necessary for the residence of the ALLOTTEE. Provided that if any such additions or alterations, required the prior approval or permission of any municipality or any other local body or Government authority, the ALLOTTEE shall not carry out such additions or alterations or erections except after obtaining the prior permission or complying with such rules and regulations of such municipal or local boy or government authority and getting such sanction / permission on payment of fee, tax etc., would be allotted responsibility of the ALLOTTEE.
- e. The ALLOTTEE shall comply with all directions/ requirements, stipulated by the SELLER/ Service Company or its authorized staff while carrying out the work of interior adaptation in the demised Premises.
- f. The ALLOTTEE shall not damage or cause any harm to the structures in the Demised Premises or any part thereof in the process of carrying out the interiors and in case of any

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Seller





such damage, the ALLOTTEE shall be liable to compensate the SELLER/Service Company.

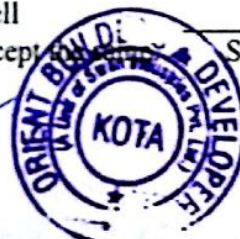
24. The ALLOTTEE has agreed and understood that: -

- a. The SELLER shall be absolute owner of the terrace and parapet walls and outer walls of the building of the project. The SELLER shall have unqualified and unfettered right to allow/allot to any one of its choice, the terrace above the top floor of the building subject to necessary means of excess to be permitted for such purposes so as to reach the water tank and lift room of the building. The occupier/ ALLOTTEE of such terrace shall be entitled to make use of the same for all purposes whatsoever, as may be permitted by the SELLER. The SELLER shall be entitled to use/ deal with the terrace for any purpose whatsoever and shall be free to use/ construct further floors/ blocks and /or effect structures of any sort or to put hoardings on terrace or on parapet walls without any hindrance/ obstructions whatever from the ALLOTTEE. The ALLOTTEE shall not be entitled to claim any right of use / common use or otherwise of any nature whatsoever over the terrace.
- b. The SELLER shall be entitled to display neon or other sign boards, advertisements at the roof, on the exterior of the building and the project, and common areas and use such open, free space for brand promotions etc. and the revenue generated there from shall belong exclusively to the SELLER. The ALLOTTEE and/or the Service Company shall not have any rights in such revenue generated from the display of sign board, advertisements on the exterior of the building and the project including common areas and uses of such open, free space for brand promotions. The SELLER alone shall be entitled to all the revenue generated from the hoardings, signage etc. The ALLOTTEE shall not be entitled to put its hoardings/signboard or permit other persons to put their hoardings within the Building/Project.
- c. The ALLOTTEE shall have no right in additional FAR/TDR and this Agreement has been executed in respect of built up constructed area. Accordingly, the SELLER shall have the exclusive authority and right to commercially exploit the additional FAR/TDR by making additional construction or otherwise. The SELLER shall continue to have the right to make additions, put hoardings on terrace or on parapet walls, raise additional storey(s), effecting additional structure of any sort etc., as may be permitted by the local authorities and all such additions shall be the sole property of the SELLER who will be solely entitled to dispose it off in any manner they want without any hindrance/obstruction whatsoever from the ALLOTTEE. The ALLOTTEE will not object or resist or create any obstacles, interference or disturbance in the carrying out of the construction of additional storey(s), even if any inconvenience is caused during the construction till the above construction is completed. The ALLOTTEE hereby gives consent to the same and agrees that he/she/it shall not be entitled to raise any objections or claim any reduction in price of the Demised Premises agreed to be acquired by him/or to any compensation or damages on the ground of inconvenience or any other ground.
- d. The SELLER shall be entitled to connect the electric, water, sanitary, drainage fittings etc. on additional structure/stores with the existing, electric, water, sanitary, drainage sources etc. at its own cost. The ALLOTTEE shall not be entitled to raise any objection or claim any deduction in price of the Demised Premises or claim any compensation on the grounds of inconvenience or any other cause whatsoever or use the common facilities

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Allottee (s)

Have been read and understood by me/us and I/we hereby accept \_\_\_\_\_ Seller





whatever has been provided in the Building/Project. In this event, the impartible undivided proportionate share in the Common Expenses in the term of this Agreement shall stand automatically changed and varied proportionately.

25. The ALLOTTEE has agreed and understood that:

- a. The said ownership right in the Demised Premises have been sold to the ALLOTTEE only for the specified purpose of being used as residential flat subject to the specific condition that the ALLOTTEE shall have no right to use the Demised Premises for the business, workshop, factory, bar, gambling, house/lodging house, noisy, offensive, obnoxious, immoral or for any illegal purposes. The ALLOTTEE has further specifically agreed that he/she/it shall not himself/herself/itself use or permit any other person to use the Demised Premises for the purpose other than that for which the Demised Premises have been sold to him/her/it. In the case of violation of this condition the SELLER shall be entitled to take steps to enforce the conditions laid down in this Clause apart from the SELLER's right to claim damages from the ALLOTTEE and right to take such other action or seek such other legal remedy as the SELLER may decide for restraining the ALLOTTEE from making a use prohibited by this Agreement.
- b. The ALLOTTEE shall not use the Demised Premises for any purpose, which may or is likely to cause nuisance or annoys to occupiers of other flats in the Building / Project or the owners or occupiers of neighboring properties or to crowd the lifts.
- c. The ALLOTTEE hereby agrees not to do or suffer anything to be done in or above the Demised Premises which may tend to cause damages to any flooring or ceiling or any space over/below or adjacent to the Demised Premises or in any manner interfere with the use thereof or of any open space, passage or amenities available for common use.
- d. The ALLOTTEE shall not store any goods of hazardous or combustible nature or such goods, which are so heavy that they can affect the construction or structure of the building/project or any part thereof. The ALLOTTEE hereby indemnifies the SELLER against any penal action, damages or loss due to misuse for which the ALLOTTEE shall be solely responsible.
- e. The ALLOTTEE shall not any time demolish the structure of the Demised Premises or any part thereof nor at any kind make or cause to be made any additions or alterations of whatever nature to the Demised Premises or any part thereof.
- f. The ALLOTTEE shall not be permitted the closing of verandah or balconies or common passages or common corridors or staircase even if particular floor/floor are occupied by the same party.
- g. The ALLOTTEE shall not make any alteration in the elevations and outside color scheme of the exposed walls, of the verandah, balconies, lounges or any external wall or both the faces of external doors and windows of the space acquired by him/her/it, which in the opinion of SELLER deferred from the color scheme of the building. The ALLOTTEE shall have no right to make any new windows or openings or the right to make any changes in the Doors, Windows, Walls, Shutters and ventilators as may be provided in the Demised Premises without the written consent of the SELLER.

Allottee (s)

The terms and conditions of this Agreement to Sell  
Have been read and understood by me/us and I/we hereby accept the same.

Seller



- h. Neither the ALLOTTEE nor the occupier of the Demised Premises put of any name or sign board, publicity or advertisement material, outside the Demised Premises or anywhere in the common areas other than at the place designated/ earmarked for the same by the SELLER.
- i. The ALLOTTEE shall not decorate the exterior of the Demised Premises otherwise than in the manner agreed to with seller or in the manner as similar as may be in which the same was previously decorated.
- j. The ALLOTTEE hereby agrees that he/she/it shall have no right to put or fix or store or erect any kind of thing, article or goods in the common passages, corridors, projections, open compound or any other common space or place owned by the SELLER and the SELLER shall be entitled to remove the same without giving any notice to the ALLOTTEE and to take them in its custody at the risk and responsibility of the ALLOTTEE. The ALLOTTEE shall be entitled to claim return of such goods, material, packages of things from the SELLER only on payment of removal/ storage charges fixed by the SELLER provided that such goods are claimed within reasonable period and after the expiry a reasonable period, the SELLER shall have the authority to forfeit and /or dispose of the same without any notice or accountability to ALLOTTEE and no claim of any sort whatsoever shall be made by the ALLOTTEE against the SELLER in respect of such goods.
- k. The ALLOTTEE agrees that he shall not hang from or attach to the beams or rafters or put on floors any articles or machinery, which are heavy or can or are likely to affect, endanger or damage the construction of the BUILDING/PROJECT. The ALLOTTEE shall not install any machinery, which may create sound or noise, which may in any manner cause damage or harm to the BUILDING/PROJECT or any structure or portion thereof. The ALLOTTEE further agrees the explosives combustible articles or any other articles (except gas cylinder) which are inflammable shall not be stored by him under any circumstances in the Demised Premises. The ALLOTTEE shall not be entitled to use any oven to be lit up with fire or to use vapor lamps and/or similar appliances which may be deemed to adversely affect the electrical installation in the Building/Project.
- l. The ALLOTTEE shall carry out day to day maintenance of the Demised Premises and fixtures and fittings installed therein including painting, polishing of interiors of the Demised Premises at its own cost.
- m. The ALLOTTEE shall not throw any rubbish or store any article or combustible goods in the common parts save to such extent and such place or places, if any, as specified and /or permitted by the SELLER
- n. The ALLOTTEE shall not do anything whereby the other co- allottees are obstructed in or prevented from the enjoyment quietly and exclusively of their respective flats and jointly of the common spaces.
26. The ALLOTTEE hereby covenants to keep the Demised Premises in good state and condition and maintained the periphery wall and partition walls of the Demised Premises, sewers, drainage pipes, appurtenances thereto or belonging thereto in the same good tenable repaired state or condition in which it is being delivered to him and in particular so as to support, shelter and protect the part of the Building and the Project other than Demised Premises

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Allottee (s) Have been read and understood by me/us and I/we hereby \_\_\_\_\_ Seller





agreed to be purchased by him. The ALLOTTEE shall not do or suffer to be done anything in or to the building, or the Demised Premises, or the staircases, common passage, corridors or the compound which may be in violation of in laws or rules of any authority.

27. That the ALLOTTEE hereby covenants with the SELLER to pay from time to time all the amounts which the ALLOTTEE is liable to pay under this Agreement, to observe and perform all the terms & conditions contained in this Agreement and to comply with and carryout from time to time all the requirements, requisitions, orders and demands which are to be complied with under the orders of any competent legal authority in respect of any matter of the Demised Premises/ Project and /or use of public area and facilities and to keep the SELLER and its agents and respective estates and effect, indemnified and harmless against all cost, consequences and against all losses on account of non- compliance of the said requirements , requisitions, orders and demands and /or non- observance of the conditions of this Agreement, except in so far as the same are to be reserved and performed by the SELLER.
28. The entire open space of the project and any vacant portion of the project land shall always remain in exclusive possession and control of the SELLER and the SELLER alone shall be entitled to use or regulate the use of the said open space or vacant portion of the project land or caused any development thereof in such manner as they may decide from time to time at their sole discretion.
29. That the SELLER shall have and maintain an electric connection for the Building in its own name and shall provide 6 KVA of power connection installing a sub-meter for the Demised Premises for the ALLOTTEE. The entire cost of the electric sub-meter and its fixation charges, cabling, MCB main switch and other fittings shall be borne by the Seller. The ALOTTEE shall make monthly payment on account of consumption of electricity as on the actual basis of sub-meter either to the Service company or to the other person as may be directed by the SELLER, computed at the actual prevailing rate based on actual power consumed by the ALLOTTEE (subject to the minimum charges calculated on the basis of electricity/power load demanded by the ALLOTTEE). In case of any differences in electricity billing units recorded in meter of the SELLER and aggregate/cumulative/total billing units of all the ALLOTTEE and occupants recorded in their sub-meters, the difference billing amount shall be equally divided among all ALLOTTEE and the occupants of the Building and shall be paid by them.
- a. a diesel operated electric generator set ("Genset") shall be installed for the power backup for operating the common lighting, lifts and escalators for the Building. The SELLER may, at the request of ALLOTTEE can give connection from the Genset for the Critical usage within the Demised Premises, in case of load shedding subject to the payment by the ALLOTTEE of proportionate additional operating cost of providing such power, which shall be computed through Dual Energy Meter by calculating the different in reading of both electric power and diesel generated power every month. The cost of diesel generated power shall be based on the fuel prices, manpower deployed to generate such power and the equipment maintenance and upkeep cost.
- b. The ALLOTTEE has further agreed to pay the difference of the check meter and actual reading meter of the individual user of the Service Company /JVVNl proportionately if the check meter is installed by the Service Company and/or the state.
30. If, however, due to any subsequent legislation/government order or directive or guidelines or change in the National Building Code of India (NBC) 2005 or if deemed necessary at the sole discretion of the SELLER, the terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same.

Allottee (s)

Seller





discretion of the SELLER, additional fire safety measures are undertaken, then the ALLOTTEE shall pay on demand the additional expenditure incurred thereon on a pro-rata basis as determined by the SELLER, which shall be final and binding on the ALLOTTEE.

31. That the ALLOTTEE shall permit the SELLER / Service company or its nominee and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Demised Premises or any part thereof of view and examine the state and conditions thereof and the ALLOTTEE agrees to make good within one (1) month of dispatch of notice, all defects, delays and repairs pertaining to which such notice in writing has been given by the SELLER/Service company to the ALLOTTEE, and also for repairing of any part of the Building/Project and for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and condition of all service drains pipes, cables, water course, gutters, wires, part structures or to their convenience belonging to or serving or used for the Building/Project and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipe, electric wires, cables and for similar purpose.
32. The project shall always be known as "**Orient Apex**" and the name of the project shall not be changed except with the consent of the SELLER.
33. Subject to the timely payment of the Basic sale consideration, all other amounts and dues under this Agreement and performance of the terms of the Agreement and stipulations on the part of the ALLOTTEE herein contained, the ALLOTTEE shall peaceful hold and enjoy the Demised Premises without any interruptions by any person rightfully claiming under or in trust for the SELLER.
34. In all the matters not hereby specifically provided in the decision of the SELLER shall be final. If there arises any dispute amongst various space owners with respect to any matter relating to use of common amenities, services and facilities at the said project and/or BUILDING or generally in relation to matters of upkeep and maintenance of the Project and/or BUILDING, the decision of SELLER/Service company in that respect shall be final and binding on the ALLOTTEE.
35. The SELLER shall have the unfettered right and be entitled to form or appoint a Service company with the main object to take over the responsibility of maintenance/management of Common Area and Facilities in the Project as described in **SCHEDULE C** and/or with such other object or purpose and in such manner and to such extent as the SELLER its nominees may decide from time to time. The ALLOTTEE agrees and undertakes to abide by and comply with the bye-laws/rules/regulation and agreements of such Service Company. After the SELLER hands over the management/maintenance of the public area and facilities in the Project to the Service Company, it shall be the sole responsibility of such service company, to maintain and manage the same. The ALLOTTEE shall enter into a maintenance agreement with the Service Company, at the time of execution of sale deed of the Demised Premises in favor of the Allottee and the terms and conditions of such maintenance agreement shall form part and parcel of the sale deed executed between the ALLOTTEE and the SELLER.
36. That the Service Company shall manage/maintain the Common Areas and the Common Facilities. In order to secure due performance to the ALLOTTEE in payment of the maintenance and other charges payable to the Service Company/Seller under this Agreement, the ALLOTTEE, shall deposit with the SELLER, as an interest free maintenance deposit @ Rs 75/- per sq. ft. (hereinafter referred to as the "**Interest Free Deposit**"). The Interest Free

The terms and conditions of this Agreement to be read and understood by me/us and I/we hereby \_\_\_\_\_  
Allottee (s) Have been read and understood by me/us and I/we hereby \_\_\_\_\_ Seller





Deposit, thereafter, shall always vest with the Service company so appointed at its absolute discretion and shall not be interfered with or obstructed in any manner whatsoever by the ALLOTTEE. The Service Company shall open a bank account in its name and deposit the said Interest Free Deposit in such account.

37. The amount received as interest free maintenance security deposit (IFMS) shall be utilized by the Service Company for capita replacement in the Project and major repairs in the Project respectively. Upon formation/appointment of Service Company, the Seller shall transfer the IFMS deposit to the Service Company, thereafter, the IFMS deposit shall always vest with the Service Company. The Seller/Service Company shall not be entitled to pay any interest on the said amount.

38. The ALLOTTEE agrees that:

a. The ALLOTTEE shall pay to the Service Company common area maintenance charges ("CAM Charges") as fixed by the Service Company against the cost of expenses borne towards the up keep and maintenance of Common Areas and facilities specified in Schedule C.

The ALLOTTEE shall be required to pay the CAM charges even if the Demised premises remain unoccupied during the relevant month. The CAM Charges shall be charged on super built up area of the Demised Premises/ Unit-Wise basis from the date as conveyed by the Seller/Service Company. If Maintenance charges decided to divide unit-wise basis, then only expenses other than major expenses related to building will be divided unitwise basis and major expenses will be divided on square feet basis. The minimum monthly CAM Charges shall be computed at the rate as above specified (plus service tax, GST if applicable) in respect of the Flat, which shall be intimated to the ALLOTTEE in due course. The Service Company shall raise a monthly invoice at specified rate per month (plus service tax, GST if applicable) for the super built up area occupied by the resident/occupant towards Common area maintenance. The said CAM charges shall be paid by the ALLOTTEE within Seven (7) days of receipt of invoice/bill/debit note, failing which interest @18% p.a. shall be charged. In the event of default in payment committed by the ALLOTTEE in timely payment for the second consecutive month along with the interest and arrears of previous month, the Service Company or its nominee shall be entitled to appropriate these charges from the Interest Free Deposit. The amount so appropriated out of the Interest Free Deposit, shall be reimbursed by the ALLOTTEE within fifteen (15) days of receipt of intimation by the ALLOTTEE communicating such appropriation. This shall be without prejudice to the rights reserved by the SELLER/Service Company under this Agreement or any other law in force.

b. The ALLOTTEE agrees that the CAM Charges have been fixed in the context of the present expenses being incurred in maintaining the said Project including the service charges of the Service Company. The ALLOTTEE agrees to pay the enhanced rates in future against these CAM Charges due to increase/escalation in the input cost incurred in the maintenance of the Project. It is agreed by the ALLOTTEE that the Service Company shall have the right to revise the rate of the CAM Charges as aforementioned if there is any increase of input in the cost component and the decision of the Service Company in this regard shall be final. The ALLOTTEE hereby agrees to pay the revise rate without any dispute.

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Allottee (s) \_\_\_\_\_ have been read and understood by me/us and I/we hereby accept the same. \_\_\_\_\_ Seller





- c. The SELLER shall carry on the work of maintenance of the Common Areas as described in Schedule C till such work of maintenance is handed over to the Service Company by the SELLER.
- d. The ALLOTTEE shall be liable to pay charges on pro-rata basis, as may be determined by the SELLER/ Service company or its nominee for maintaining various services and facilities in the exterior of the boundary wall where the Project is situated until the maintenance thereof is handed over to a local body or civil authority, which shall thereafter maintain the same.
- e. The contents of the Demised Premises shall be got insured by the ALLOTTEE at his/her own cost. The ALLOTTEE shall not do or permit to be done any act or thing which may render void or voidable insurance of the Demised Premises or any part of the project or cause increase in premium payable in respect thereof.
- f. All sums assessed by the Service Company and remaining unpaid by the ALLOTTEE or occupant inducted by him/her shall constitute a charge on the Demised Premises. The ALLOTTEE shall comply with the decisions and resolutions of the Service Company or its representatives and failure to comply with the same shall empower the Service Company or any person nominated by it to not only cover the outstanding amounts by way of damages but also to prevent the ALLOTTEE/occupant from using and utilizing Common Areas and facilities and simultaneously obtain, if so required, injunctive relief against such ALLOTTEE / occupant. In the event of happening of eventuality contemplated above, the disruption of common amenities including water, electricity, use of air conditioning etc., shall not absolve the ALLOTTEE / occupant inducted by him of his/her liability to pay CAM charges to the Service Company.

### 39. POSSESSION OF THE APARTMENT/FLAT

- a. **Schedule for possession of the said Apartment/flat of Plot** – The Seller agrees and understands that timely delivery of possession of the Apartment/flat/ Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Seller assures to handover possession of the Apartment/flat/ Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 30.06.2018 unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Seller shall be entitled to the extension of time for delivery of possession of the Apartment/flat/ Plot, provided that such *Force Majeure* conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Seller to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Seller shall refund to the Allottee(s) the entire amount received by the Seller from the Allottee with interest within forty-five days from that date. The Seller shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc.

The terms and conditions of this Agreement to Sell  
Allottee (s) Have been read and understood by me/us and I/we hereby accept the same. Seller





against the Seller and the Seller shall be released and discharged from all its obligations and liabilities under this Agreement.

- b. **Procedure for taking possession-** The Seller, upon obtaining the occupancy certificate (if applicable) from the competent authority shall offer in writing the possession of the Apartment/flat/ Plot, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Seller within three months from the date of issue of occupancy certificate. The Seller agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Seller. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Seller/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Seller shall handover the occupancy certificate of the Apartment/flat/ Plot, as the case may be, to the Allottee at the time of conveyance of the same.
- c. **Failure of Allottee to take possession of Apartment/flat/ Plot-** Upon receiving a written intimation from the Seller as per Term No. 39(b) above, the Allottee(s) shall take possession of the Apartment/flat/ Plot from the Seller by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Seller shall give possession of the Apartment/flat/ Plot to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 39(b) above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 39(b) above.
- d. **Possession of the Allottee-** After obtaining the occupancy certificate and handing over physical possession of the Apartment/flat/ Plot to the Allottee, it shall be the responsibility of the Seller to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws. Provided that, in the absence of any local law, the Seller shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.
- e. **Cancellation by Allottee-** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Seller, the Seller herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Seller to the Allottee(s) within forty-five days of such cancellation.
40. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Seller as per this Agreement relating to such development is brought to the notice of the Seller within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Seller to rectify such defects without further charge, within thirty days, and in the event of Seller's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.
41. The SELLER has made provisions for open and covered parking in the stilt of the Project and the SELLER hereby undertakes to abide by the byelaws, rules and regulations of the Ngar Nigam, Kota regarding the said open and covered parking area.

The terms and conditions of this Agreement to Sell  
Allottee (s) have been read and understood by me/us and I/we hereby accept the same. \_\_\_\_\_ Seller



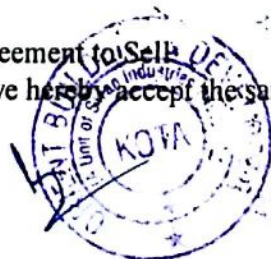


42. The ALLOTTEE agrees to comply with the requirements of any law relating to residential flats which might be enacted in Rajasthan and also agrees to abide by the scheme/guidelines/rules framed by the SELLER or any other authority in this regard.
43. The Demised Premises are a part of the Building/Project and it is in the interest of the ALLOTTEE/occupiers that some safeguards be provided to prevent unauthorized persons from entering the Demised Premises/Project, including the Common Areas and the entry to the Project be regulated by giving an effective hand to the SELLER/Service Company or its nominee to deal with any unlawful entrants/peddlers, etc. and to enable the SELLER/Service Company or its nominee and the lawful occupants of the various premises in general, to deal more effectively with the security of the Demised Premises/Project and maintenance of order therein. For this purpose, the ALLOTTEE agrees that the SELLER/Service Company or its nominee shall be free to restrict the entry of anyone into the project whom it considers undesirable. In case of insistence, the security staff of the Project will be at liberty to call upon the ALLOTTEE/Lawful/tenant/occupant of the Demised Premises to come to the gate to personally escort the persons from the gate to his/her demised premises and assume the responsibility of escorting them out as well. It is however, clarified that during day time, this restriction will be exercised only sparingly but beyond day time it will be exercised generally. The provision of security service will not cast any liability of any kind upon the time it will be exercised generally. The provision of security service will not cast any liability of any kind upon the SELLER/Service Company or its nominee.
44. The SELLER shall be free to assign any/all of its rights under this Agreement and rights in respect of the Project and / or the Building and the Project Land to any other person/entity ("Assignee") and the ALLOTTEE shall not be entitled to object the same in any circumstances. With effect from the date of such assignment by the SELLER, the term SELLER in this Agreement for all purposes shall mean the Assignee.
45. This Agreement is the only agreement to sell for Demised Premises to the ALLOTTEE and thus, the same supersedes any other agreement or arrangement whether written or oral, if any, between the Parties and the variation in any of the terms hereof, except under the signatures of the authorized signatory of the SELLER after the date of execution of this Agreement.
46. The SELLER and its nominees shall have the first lien and charge on the Flat in the event of the ALLOTTEE parting with any interest therein for all its dues thereto and/or that may hereafter become due and payable by the ALLOTTEE to the SELLER under this Agreement.
- 47. REPRESENTATIONS AND WARRANTIES OF THE SELLER :**  
The Seller hereby represents and warrants to the Allottee(s) as follows:
- (i) The Party of the first part has absolute, clear and marketable title with respect to the said Land and party of the second part has the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project (as per point no. A of property description);

\_\_\_\_\_  
Allottee (s)

The terms and conditions of this Agreement to Sell Have been read and understood by me/us and I/we hereby accept the same.

\_\_\_\_\_  
Seller





(ii) The Party of the second part has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project;

(iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Seller has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;

(vi) The Seller has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;

(vii) The Party of the first part has entered into any agreement for development agreement with Party of the second part with respect to the said Land and the Project and the said Unit which will not, in any manner, affect the rights of Allottee(s) under this Agreement;

(viii) The Seller confirms that the Seller is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Seller shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society;

(x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;

(xi) The Seller has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment/flat/ Plot along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Seller in respect of the said Land and/or the Project.

48. All letters, receipts, and/or notices demand or intimations issued by the SELLER or its nominee and dispatched to the last address known to it of the ALLOTTEE or email ID provided at the time of booking of the Demised Premises shall be sufficient proof of receipt of the same by the ALLOTTEE and shall fully and effectively discharge the SELLER/nominee.

49. The covenants hereby agreed by the ALLOTTEE shall be binding and enforceable against the occupier of the Demised Premises as far as possible. Further, the terms and conditions agreed

\_\_\_\_\_ Allottee (s) \_\_\_\_\_ terms and conditions of this Agreement to Sell  
\_\_\_\_\_ have been read and understood by me/us and I/we hereby accept the same.

\_\_\_\_\_ Seller

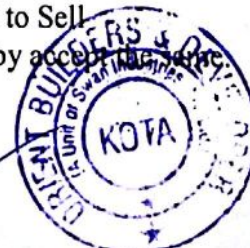




by the allottee under this agreement shall be made legally binding on the occupier as part of the terms and conditions between the ALLOTTEE and the occupier and defaults of the occupier shall be treated as that of the ALLOTTEE unless context require otherwise.

50. The ALLOTTEE and the persons to whom the Demised Premises or part thereof is let, transferred, assigned, or given possession of shall from time to time, sign all applications, papers, documents and do all acts, deeds and things as the SELLER and/or its nominee may ask it to do from time to time.
51. The ALLOTTEE, if resident outside India shall be responsible for complying with the necessary formalities laid down in the Foreign Exchange Management Act, 1999, and other applicable laws including that of remittance of payment and for acquisition of the immovable property in India. The ALLOTTEE shall furnish the declaration as required under law. In case there is any change in the residential status of the ALLOTTEE(s) subsequent to the execution of this Agreement, the same shall be intimated to the Seller immediately.
52. Any delay or indulgence by the SELLER in enforcing the terms of this Agreement or any forbearance or giving of time to the ALLOTTEE shall not be considered as waiver on the part of the SELLER of any breach or non-compliance of the terms and conditions of this Agreement by the ALLOTTEE nor shall the same in any manner prejudice the rights of the SELLER.
53. The SELLER shall not be held responsible for any future mishaps and force majeure like fire, earthquake, flood or any other acts of god etc. or any accident caused due to any of the machineries / equipment installed like lift, electricity meters, transformer etc.
54. The ALLOTTEE shall not demand partition of his interest in the said project land and the Building and any part thereof. It is hereby agreed and declared by the ALLOTTEE that his interest in the said project land and the building is undivided, impartibly and it is agreed that the SELLER shall not be liable to execute any assignment or any other document in respect of the exact undivided importable underneath share of the ALLOTTEE in the Project Land. The ownership of all the Common Areas as described in **Schedule C** of this Agreement shall remain common amongst owners, ALLOTTEE and time being owners and occupiers of the said Project. Any of such parties shall not be entitled to claim partition or sub-division of the Common Areas of the Project.
55. The Agreement may only be amended through written consent of the Parties.
56. Nothing contained in these presents shall be construed to confer upon the ALLOTTEE any right, title or interest of any kind whatsoever in, to or over the said Demised Premises or common areas. Such conferment shall take place only upon the execution of the Sale Deed in favor of the ALLOTTEE. The Demised Premises shall be used only as per its earmarked used, as provided in clause 2 in strictly in accordance with the use permitted in the Building Plans approved by Nagar Nigam, Kota.
57. The Jaipur Bench of High Court of Judicature at Rajasthan or Courts subject to it alone shall have the jurisdiction in all matters rising out of touching and/or concerning this transaction.
58. Any dispute, difference, controversy or claim ("**Dispute**") arising the between the parties out of or in relation to or in connection with this Agreement, of the breach, termination, effect,

The terms and conditions of this Agreement to Sell  
Allottee (s) Have been read and understood by me/us and I/we hereby accept the same. Seller





validity, interpretation or application of this Agreement or as to their rights, duties or liabilities thereunder, or as to any act, matter of thing arising out of, consequent to or in connection with this Agreement, shall be settled by the parties by mutual negotiations and Agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be settled in the manner as provided under the Real Estate Regulation Act 2016.

59. The registration charges and stamp duty in respect of this Agreement shall be borne by the ALLOTTEE alone.

60. This Agreement has been executed in duplicate, a copy of which has been retained by the SELLER and the ALLOTTEE each. Both the copies shall be considered as original and shall constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have set their respective hand hereunder on the day.

SIGNED AND DELIVERED by the  
Within named "SELLER"

Orient Builders & Developers  
Through its Director  
Mr. Susheel Jain

SIGNED AND DELIVERED by the  
Within named "ALLOTTEE(s)"

Through its authorized Signatory  
Mr.

SIGNATURE

SIGNATURE:

WITNESS:-

1. Signature.....

Name.....

Address.....

.....

1. ....

2. Signature.....

Name.....

Address.....

.....

Allottee (s)



terms and conditions of this Agreement to Sell

have been read and understood by me/us and I/we hereby accept the same.

Seller



#### SCHEDULE A

All that the whole of land surrounded on all the sides by boundary wall situated at Plot No. 3, Balaji Market, Rangbari, Kota measuring (1120.86 Sq. Mtr.) 12060.45 Sq. Ft. having following dimensions:

On North: 12-Meter-wide Road  
On South: Plot No 2  
On East: Plot No 4  
On West: 12-Meter-wide Road

#### SCHEDULE A1

[Details of the Project and Building]

"Orient Apex", Plot no 3 (Corner), Balaji Market, Rangbari, Kota.

#### SCHEDULE B

Map of the Flat with Flat No. and the Layout with parking No. and with Built UP and Super Built Up annotation:

Floor	Type of Flat	Flat No	No of Parking	Built Up Area	Super Built up Area

The terms and conditions of this Agreement to Sell  
Allottee (s) Have been read and understood by me/us and I/we hereby accept  
Seller





## **SCHEDULE C COMMON AREAS AND COMMON FACILITIES**

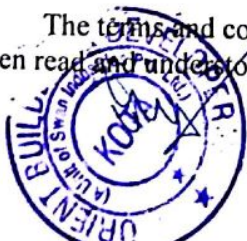
1. Staircase and landing on all the floors including main entrance lobby.
2. Common passage on the ground stilt floor.
3. Water pipes and other plumbing installation from the overhead/ground water tanks for the supply of the water.
4. Electric wiring, meters and fittings, electric panel (including those as are installed for particular flat), transformer, AMF panel, DG etc.
5. Light and electrical fittings if any, the aforesaid common parts.
6. Boundary wall.
7. Main entrance gate(s) for entry and exit in the Building/ Project.
8. Bore well and Pump.
9. Common Toilets and lobbies, if any on the stilt parking floor.
10. Open setbacks of the plot after leaving space for the reserved open car parking areas.
11. Lift and its machineries, loft well, generator etc. (if any)
12. Telephone Lines and Cable TV Wires.
13. Jogging Track ,if any
14. Land scape gardens

## **SCHEDULE D COMMON EXPENSES**

1. All costs of maintenance, operating, minor white washing, minor painting, redecorating and lighting the common parts and common areas and also the outer walls of the building/Project and the parking space.
2. The Salaries, perks and allowances of all the person employed for the aforesaid purpose.
3. All charges deposits for supplies of common utilities.
4. Costs and charges of establishment for maintenance of the Building/Project and for the watch and ward staff.
5. The office expenses incurred for the maintenance of the office for the common purposes.
6. Operation and maintenance of lifts.
7. Maintenance of the common bathrooms/toilets;
8. Maintenance of the fire-fighting equipment's;
9. Horticultural work and landscaping of gardens.
10. Costs and charges of establishment of office for maintenance of the Building/Project and for the watch and ward staff.
11. Repair if necessary, of capital goods, equipment and installation like pumps, electric cables, sewer lines water/main & main holes etc.
12. Maintenance of Gym, Steam Room, Yoga Corner, amphitheater.
13. Maintenance of open space within the boundary wall to the project such as maintenance of compound wall, landscaping, electrification, ramps, boundary wall of the building/project, water supply, tube well, sewerage , roads and paths, and other services, within the boundary wall but outside the Building/Project
14. All other expenses and outgoing as are deemed by the SELLER/Service Company to be necessary or incidental to and for regulating interest and rights of the ALLOTTEE.

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Allottee (s) Have been read and understood by me/us and I/we hereby accept the same.

Seller





**SCHEDULE-E**

(Lay-out Plan of the Project)

**SCHEDULE-F**

(Floor Plan of the Apartment/flat and Block/ Tower in the Project)

**SCHEDULE-G**

[Description of the Apartment/flat/Plot and Garage/Covered Parking  
(if applicable)]

alongwith boundaries in all four directions

Allottee(s)

Seller

DRAFT

The terms and conditions of this Agreement to Sell

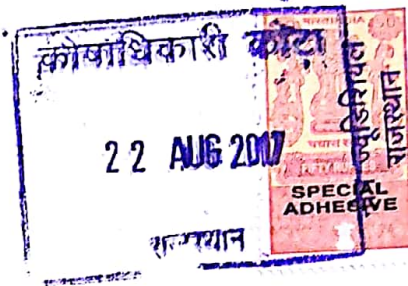
Allottee (s)

Have been read and understood by me/us and I/we hereby accept the same

Seller







### AFFIDAVIT

I, Susheel Jain Son of Late Lakhpat Rai Jain aged 53 years R/o 623, Shastri Nagar, Dadabari, Kota-324007 ( Rajasthan) , promoter of M/s Orient Builders & Developers ( A unit of Swan Industries Pvt Ltd). 54 New Grain Mandi, Udyog Marg, Kota-324007, do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our Project "Orient Apex" Plot No. 3, Balaji Market, Kota-324005, State-Rajasthan under the provisions of the Real Estate Regulation and development Act, 2016 read with Rajasthan Real Estate (Regulation and Development) Rules, 2017
2. That the draft agreement for sale attached with our aforesaid application is based on model draft given as form G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017
3. That the draft agreement for Sale is not in derogation of or inconsistent with the Real Estate Regulation and development Act, 2016 and the rules made thereunder.

For ORIENT BUILDERS & DEVELOPERS  
(A Unit of Swan Industries Pvt Ltd)

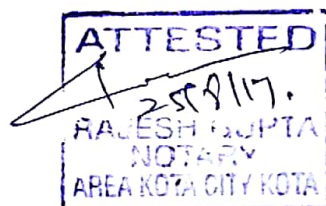
Deponent

Director

### Verification

I, Susheel Jain son of Late Lakhpat Rai Jain, aged 53 years R/o 623, Shastri Nagar, Dadabari, Kota do hereby that the contents in para No.1 & No. 3 of my above affidavit , are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Kota on this 24<sup>th</sup> day of August, 2017.



For ORIENT BUILDERS & DEVELOPERS  
(A Unit of Swan Industries Pvt Ltd)

Deponent

Director